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भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

प्राधिकार से प्रकाशित

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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके ।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION

(Department of Labour and Employment)

NOTIFICATION

New Delhi, the 22nd July 1970

S.O. 2539—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the National Industrial Tribunal, New Delhi, in the industrial dispute between the employers in relation to the Life Insurance Corporation of India and their workmen, which was received by the Central Government on the 14th July, 1970.

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL, NEW DELHI

REFERENCE No. NIT-1 OF 1969

REFERENCE No. NIT-2 OF 1969

In the matter of industrial dispute between the Life Insurance Corporation of India, "Yogakshema", Madame Cama Road, Bombay, and their workmen as represented by:—

- (1) All India Insurance Employees' Association Calcutta.
- (2) All India National Life Insurance Employees' Federation, Bombay.
- (3) All India Life Insurance Employees' Association, Calcutta.
- (4) L.I.C. Higher Grade Assistants' Association, Calcutta.

PRESENT:

The Hon'ble Shri D. S. Dave, Retired Chief Justice, Rajasthan High Court, Presiding Officer.

APPEARANCES:

For the Employer.—Shri N. V. Phadke, Advocate, with, Shri Bhagwandas Hiralal Bhukhanwala, Deputy Secretary, Life Insurance Corporation of India and Shri Anant Waman Dharwadkar, Assistant Secretary (Personnel), Life Insurance Corporation of India.

For the Workmen.—Shri M. K. Ramamurthi, Advocate, with, Shri Madan Mohan, Advocate, and Shri Saroj Chaudhuri, Shri S. N. Bhowmik, and Shri T. R. Chouhan on behalf of All India Insurance Employees' Association.

Shri V. C. Gopalkrishnan, with, Shri N. Chakravorty, and Shri T. N. Krishnan on behalf of All India National Life Insurance Employees' Federation.

Shri P. K. Bose, with, Shri S. K. Thakawala, and Shri R. M. Menezes, on behalf of All India Life Insurance Employees' Association.

Shri L. N. Trikha, on behalf of L. I. C. Higher Grade Assistants' Association.

For the Petitioners in Applications Nos. Misc./NIT/27/70 and Misc./NIT/30/70.—Shri P. S. Khera, Advocate, with, Shri S. R. Iyer and Shri K. L. Chawla.

For the Petitioners in Applications Nos. Misc./NIT/31/70 and Misc./NIT/32/70.—Shri P. S. Khera, Advocate.

For the petitioners in Application No. Misc./NIT/36/70.—Shri J. P. Goyal.

AWARD

By Notification No. S.O. 615 dated the 10th February, 1969, published in the Gazette of India Extraordinary of the same date, the Central Government in exercise of the powers conferred by section 7B of the Industrial Disputes Act, 1947 (14 of 1947) (which will be hereinafter referred to as 'the Act'), constituted a National Industrial Tribunal with headquarters at New Delhi and appointed me as its Presiding Officer. This Notification has been reproduced in Appendix I.

By an Order No. S.O. 836 dated the 1st March, 1969, published in the Gazette of India Extraordinary of the same date, the Central Government, in exercise of the powers conferred by sub-section (1) of section 32B of the Act transferred from the National Industrial Tribunal, Calcutta, to this Tribunal, the proceedings in relation to the dispute between the management of the Life Insurance Corporation of India, Bombay (hereinafter referred to as 'the Corporation') and their workmen. This Notification has been reproduced in Appendix II. The Reference was registered here as Reference No. NIT-1 of 1969 (hereinafter referred to as 'Reference No. 1').

Before its transfer to this Tribunal, the dispute was pending before the National Industrial Tribunal, Calcutta, to whom it was initially referred by the Department of Labour and Employment vide Notification No. S.O. 4299 dated the 28th November, 1968, published in the Gazette of India Extraordinary of the same date. This Notification is annexed as Appendix III. The terms of reference of the said dispute were as follows:—

"Whether the demands made on behalf of the Class III and Class IV employees of the Life Insurance Corporation of India under the following heads are justified? If so, to what extent, and to what relief are the workmen entitled and from what date?

1. Revision of the scales of pay of different categories of workmen.
2. Revision of Dearness Allowance.
3. Grant of special pay to certain categories of workmen
4. Payment of other allowances.
5. Revision of the existing provident fund, pension and gratuity schemes.
6. Medical benefits."

In the Government Order referred to in the preceding paragraph only the undermentioned three Associations of workmen had been made parties to the dispute in opposition to the Corporation:—

- (1) All India Insurance Employees' Association, Calcutta (Hereinafter referred to as 'AIEA').
- (2) All India Life Insurance Employees' Association, Calcutta (Hereinafter referred to as 'AILIEA').
- (3) All India National Life Insurance Employees' Federation, Bombay (Hereinafter referred to as 'AINLIEF').

Subsequently, the L.I.C. Higher Grade Assistants' Association, Calcutta (hereinafter referred to as 'LIC HGAA') presented an application to the National Industrial Tribunal, Calcutta, presided over by Shri B. N. Banerjee J. for being impleaded as a party to the dispute. That Tribunal heard the application on the 30th January, 1969, and passed orders impleading this Association also as a party.

The record of proceedings was received by this Tribunal from the National Industrial Tribunal, Calcutta on the 18th March, 1969.

The said record contained two applications dated the 15th January, 1969 and the 22nd February, 1969, from the All India L.I.C. Stenographers' Association, Bombay (hereinafter referred to as 'AILICSA') praying that they may be added as a party to the proceedings before this Tribunal; and two applications both dated the 21st January, 1969, from the AIEA praying that the Trustees of the Life Insurance Corporation of India Provident Fund No. 1 and the Life Insurance Corporation of India (Oriental) Pension Fund may be impleaded as parties to the dispute.

The applications of the AILICSA were heard on the 15th April, 1969. It was submitted on behalf of this Association that the stenographers had to form a separate Association in 1963 as their interests were not properly represented in the past and that out of a total of about 800 stenographers in the Corporation, about 600 were members of their Association. The applications were contested on behalf of AIEA, AILIEA and AINLIEF, and it was urged that AILICSA should not be impleaded as a separate party because all the stenographers were already represented by these Associations and the stenographers being workmen of the Corporation were party to the Reference before the Tribunal in view of the provisions of section 18 of the Act. It was, however, conceded by them that when the pay scales of stenographers are considered, the representatives of the AILICSA may be heard, in case it is felt by that Association that its interests have not been properly watched by the other three Associations referred to above. On behalf of the AILICSA also it was stated by its President that the Association need not be impleaded as a separate party and that the stenographers would be satisfied if a representative of their Association is heard when the pay scales for stenographers are considered. In the circumstances, the application of the AILICSA for being impleaded as a separate party was rejected.

The two applications of the AIEA dated the 27th January, 1969, referred to above were heard on the 28th May, 1969 and the Trustees of the Life Insurance Corporation of India Provident Fund No. 1 and the Life Insurance Corporation of India (Oriental) Pension Fund were ordered to be impleaded as parties to the Reference before this Tribunal.

In April 1969 all the four Associations who were parties to the dispute filed applications for the grant of interim relief. These applications were heard in April and May 1969 and interim relief was awarded on the 23rd June 1969. This Interim Award has been published in the Gazette of India of the 12th July, 1969 vide Department of Labour and Employment Notification No. S.O. 2796, dated the 2nd July, 1969.

By an Order No. S.O. 3447 dated the 22nd August, 1969 published in the Gazette of India of the 30th August, 1969, the Central Government, in exercise of the powers conferred by section 7B and sub-section (1A) of section 10 of the Act made another Reference covering some more items pertaining to the dispute between the Corporation and its workmen. This Notification is annexed as Appendix IV. The terms of reference in this case were as follows:—

- Whether the demands made on behalf of the Class III and Class IV employees of the Life Insurance Corporation of India under the following heads are justified? If so, to what extent, and to what relief are the workmen entitled and from what date?

1. Leave fare facilities;
2. Outfit for Class IV employees;
3. Special increments;
4. Subsistence allowance;
5. Travelling allowance and daily allowance;
6. Leave rules including holidays;
7. Rules regarding promotions."

This Reference was registered as Reference No. NIT-2 of 1969 (hereinafter referred to as 'Reference No. 2').

It may be noted here that both the References, namely, Reference No. 1 and Reference No. 2, arise out of the same charters of demands and they pertain to industrial dispute between the same parties. Some items which were not included in Reference No. 1 were later on included in Reference No. 2. Both the References are, therefore, consolidated and it would be proper to dispose them off by one award.

A brief history of the dispute giving rise to the References has already been given in the Interim Award and need not, therefore, be repeated.

By common consent of the representatives of the Associations and the Corporation it was decided that the items mentioned in the Schedules to the Orders of Reference should themselves be taken to be the issues in this case. Only four more issues were added—two in Reference No. 1 and two in Reference No. 2 at the instance of the Corporation.

The documentary evidence in Reference No. 1 continued to be filed by the parties till the 22nd July, 1969. In respect of Reference No. 2, the parties generally stated that they would rely on the documents filed in Reference No. 1. The witnesses cited by the Associations were examined by them and cross examined by the counsel for the Corporation in September and December 1969 and February and March 1970. In all 27 witnesses were examined—18 produced by the AIIEA, 2 by the AILIEA, 3 by the AINLIEF and 4 by the LIC HGAA. The Corporation was to produce its evidence after the evidence of the Associations was to be over.

Before the cross-examination of the General Secretary of the AIIEA, who was its last witness, could be completed, the AIIEA and the AINLIEF filed applications praying that the proceedings before the Tribunal may be adjourned to enable them to hold bipartite negotiations with the Corporation. This prayer was supported by the LIC HGAA also. One month's adjournment was accordingly allowed by Order dated the 24th March, 1970. Subsequently, a joint application was filed on behalf of all the parties praying for further adjournment on the ground that negotiations for an amicable settlement were still continuing. Further adjournment was, therefore, allowed upto the 22nd May, 1970.

On the 22nd May, 1970 the counsels and representatives of all the parties submitted that they had not been able to arrive at a mutual settlement and that the proceedings should start from the stage where they were left on the 24th March, 1970. Accordingly, cross-examination of the General Secretary of the AIIEA, which had not been completed, was resumed on the 10th June, 1970 and was completed on the next day.

On the 10th June, 1970 Shri P. K. Bose, General Secretary, AILIEA, filed an application along with an affidavit and a copy of the draft proposals containing the offer which was said to have been made by the Corporation during the bipartite negotiations held in April and May 1970. In the application it was prayed that the evidence forwarded therewith should be brought on record. An application was also filed on behalf of AIIEA to examine its Vice-President, Shri Chandrashekhar Bose, about the offer made by the Corporation during the negotiations. On the 15th June, 1970 an affidavit was filed by Shri Chandrashekhar Bose indicating the proposals made by the Corporation during the bipartite negotiations and the amendments suggested in those proposals by the AIIEA. It was contended on behalf of the Corporation that evidence regarding the offer made during the negotiations could not be admitted. The case was, therefore, listed for hearing on the 26th June, 1970, for arguments regarding the admissibility of these affidavits and for cross-examination of the said witnesses, by the Corporation, if necessary.

Before the said date of hearing, the Corporation and the four Associations of workmen who are parties to the dispute, filed on the 23rd June, 1970 two joint applications (registered as Applications Nos Misc/NIT/28/70 and Misc/-IT/29/70) saying that they had arrived at a mutual settlement in both the References and that an Award may be given in these References in terms of the settlements.

It would be proper to reproduce here in entirety the applications as also the settlements filed therewith.

APPLICATION No Misc/NIT/28/70

Before the Honourable Shri D S Dave, Presiding Officer

CENTRAL GOVERNMENT NATIONAL INDUSTRIAL TRIBUNAL AT
NEW DELHI

In the matter of an Industrial Dispute

AND

In the matter of Ref No NIT 1 of 1969

BETWEEN

The Management of the Life Insurance Corporation of India, Bombay

AND

Their Workmen

Respectfully Sheweth

That the parties to the above Reference have come to an amicable Settlement in respect of all the items of Reference and the matters incidental thereto. The Settlements duly entered into and signed and dated by all the parties to the Reference is annexed hereto.

It is therefore, humbly prayed that this Hon'ble National Industrial Tribunal may be pleased to make an Award in terms of the said Settlement as so annexed

And for which the parties as in duty bound shall ever pray.

Dated at New Delhi this the 20th of June, 1970.

Yours faithfully

For and on behalf of

The Life Insurance Corporation of India,

(Sd) T A PAI, Chairman

For and on Behalf of the
Workmen.

(Sd) SAROJ CHAUDHURI,

(Designation) General Secretary
All India Insurance Employees
Association

(Sd.) N CHAKRAVORTY,

(Designation) General Secretary
All India National Life Insurance
Employees' Federation.

(Sd) PROFULLA KUMAR BOSE,

(Designation)
All India Life Insurance Employees'
Association

(Sd) C Roy,

(Designation)
LIC Higher Grade Assistants'
Association

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL, NEW DELHI

In the matter of an Industrial Dispute

AND

In the matter of Reference No NIT-1 of 1968

BETWEEN

The Life Insurance Corporation of India

AND

Their Workmen

Represented by—

- (1) All India Insurance Employees' Association.
- (2) All India National Life Insurance Employees' Federation.
- (3) All India Life Insurance Employees' Association.
- (4) LIC Higher Grade Assistants' Association

MEMORANDUM OF SETTLEMENT

Short Recital of the Case

Whereas the parties representing the workmen had submitted their charter of demands to the Life Insurance Corporation of India for revision of the scales of pay, allowances and other terms and conditions of service;

And whereas the Life Insurance Corporation of India had carried on negotiations with the All India Insurance Employees' Association, the then recognised Union under the Code of Discipline in Industry;

And whereas these negotiations ended in a failure;

And whereas, on failure of the negotiations, the Government of India, in exercise of the powers conferred by Section 7-B and sub-section (1A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), referred by its Order dated 28th November 1968 the 6 items mentioned in the Schedule to the Reference for adjudication to a National Industrial Tribunal at Calcutta;

And whereas subsequently by an Order dated 1st March 1969 the reference pending before the said Tribunal was transferred to a National Industrial Tribunal at New Delhi for adjudication;

And whereas by its subsequent Order dated 22nd August 1969 the Government of India referred the 7 items referred to in the Schedule to the reference for adjudication of the said National Industrial Tribunal at New Delhi;

And whereas the parties had filed their respective Statements of Claim and Written Statements before the said National Industrial Tribunal, New Delhi;

And whereas after the proceedings had lasted for about a year before the said National Industrial Tribunal, the parties had expressed a desire to hold bipartite talks with a view to exploring the possibilities of reaching an amicable settlement outside the proceedings before the said National Industrial Tribunal;

And whereas the talks were held at Bombay and New Delhi between the aforesaid parties to the said reference between 8th April 1970 and 18th June 1970;

And whereas the parties agree that in the settlement of the issues in dispute it is necessary that the objectives of Nationalisation, viz.,

- (i) development of life insurance business to the best advantage of the community;
- (ii) spreading the message of life insurance as far and as wide as possible;
- (iii) effective mobilisation of people's savings;
- (iv) complete security to policyholders;
- (v) prompt and efficient service to the policyholders;

(vi) conducting of business in a spirit of trusteeship, with utmost economy and with the full realisation that the money belongs to the policyholders, and

(vii) economic premium rates.

should be achieved and the settlement would be purposeful and conducive to public interest only if, and to the extent that these objectives are realised,

And whereas the parties to this settlement pledge themselves to co-operate in creating a healthy climate of industrial relations with a view to improving the efficiency of the Organisation and its services to the policyholders so that the objectives of Nationalisation of life insurance are achieved and every possible effort is made for a reduction of the expense ratio of the Corporation

Now it is hereby agreed by and between the Parties hereto as follows

Terms of Settlement

REFERENCE NO NIT-1 OF 1969

ITEM No 1—Revision of Scales of Pay of different categories of workmen

The existing scales of pay shall stand revised as under —

(a) Scales of Pay

Class IV

Sweepers	Rs. 111-3-132-4-176-6-200	(22 years)
Peons	Rs. 116-3-137-4-181-6-205	(22 years)
Drivers	Rs. 161-5-206-6-250	(13 years)

Class III

Record Clerks	Rs. 145-5-180-7-215-E B - - - 250-8-290-10-300-15-330	(25 years)
Assistants	Rs. 170-7-177-8-205-10-265- 12-305-15-380-E B - 20-500	25 years)
Stenographers	Rs. 106-12-220-15-325-20- 385-E B - 20-545	(20 years)
*Section Heads	Rs. 210-10-220-15-325-20- 588	(21 years)
Higher Grade Assistants	Rs. 245-15-320-20-600-25-650 20-600-25-650	(21 years)
Superintendents	Rs. 330-25-680-30-740	(16 years)

*NOTE Assistants who are promoted to the Section Head's cadre on and after 1st April 1969 will have the option to continue in the revised scale of pay for the Assistants and get the appropriate revised Special Pay as specified under Item No (3) below or to be fitted in the new scale of the Section Heads at one stage above the next higher stage in the new scale for the Section Heads provided that where the basic pay in the Assistant's scale is a stage in the new Section Head's scale, the basic pay shall be fixed at the stage in the new scale which is next above his basic pay in the Assistant's scale. Such option shall be exercised within two months of the date of promotion and the option once exercised shall be final.

(b) Method of Fixation in the New Scales

Class IV—Fixation shall be on the basis of stage to stage

Class III—Other than Section Heads fixation shall be as under —

1st Step—The basic pay as on 31st March 1969 in the existing scales of pay will be increased by 28 per cent

2nd Step—With reference to the basic pay thus arrived at fixation in the new scales will be done at a stage which is equal to the amount of basic pay determined as above and if there is no such stage, at the next higher stage

Section Heads—Section Heads will be first fitted in as above into the scale of Assistants. After that is done, to the basic pay so fixed in the Assistant's scale,

the special pay as shown below will be added and then they would be fitted in the revised scale at a stage which is equal to the basic pay plus Special Pay so arrived at and if there is no such stage then at the next higher stage. For the purpose of fixation into the revised scale, the existing Special Pay shall stand revised as under:—

<i>Existing Special Pay</i>	<i>Revised Special Pay</i>
Rs. 30.00 p.m.	Rs. 40.00
Rs. 35.00 p.m.	Rs. 45.00
Rs. 40.00 p.m.	Rs. 55.00

A Chart showing the fixation in the revised new scales is annexed.

ITEM No. 2.—*Revision of Dearness Allowance*

The existing scheme of Dearness Allowance shall stand revised as under:

Index.—All India Average Consumer Price Index Numbers for Industrial Workers.

Base Year.—1960 = 100.

Rate of Neutralisation.—75 per cent in the case of Class III employees and 100 per cent in the case of Class IV employees.

Revision of D.A.—On quarterly basis for every four points rise or fall.

Rate.—3 per cent in the case of Class III employees and 4 per cent in the case of Class IV employees. For this purpose, quarter will mean a period of 3 months ending on the last day of March, June, September or December. The final index figures as published in the Indian Labour Journal will be the index figure which shall be taken for the purpose of calculation of Dearness Allowance. For the purpose of calculating Dearness Allowance for a particular month, the quarterly average for the last quarter for which the final index figures are available on the 15th day of that month shall be taken. For example, if the Dearness Allowance for the month of April is to be calculated, the quarterly average for the last quarter for which the final index figures are available on the 15th of April will be taken. Actual payment of this revised Dearness Allowance will be made in the month following that in which the relevant index figures are available.

NOTE: (i) Basic salary shall include Special Pay where the same is paid.

(ii) "Additional D.A." in those cases where the same is paid at present shall continue to be paid in addition to the D.A. as set out above.

Rate of D.A

Months	Class III	Class IV	Related to index figures
April, 1969	54%	72%	172
May to July 1969	51%	68%	168
August to October 1969	54%	72%	172
November, 1969 to April, 1970	57%	76%	176

ITEM No 3.—Grant of Special Pay to certain categories of workmen.

The existing Special Pay available to the following categories of employees will stand revised as under:—

<i>Class IV</i>	<i>Existing</i>	<i>Revised</i>
Head Peons, Liftmen & Watchmen	Rs. 5/- p.m.	Rs. 10/- p.m.
<i>Class III</i>		
*Section Heads	Rs. 30 - p. m. Rs. 35/- p. m. Rs. 40 - p. m.	Rs. 40 - p. m. Rs. 45 - p. m. Rs. 55/- p. m.
Stenographers	Rs. 10 - p. m. Rs. 20 - p. m. Rs. 30/- p. m. Rs. 40/- p. m. Rs. 50 - p. m. Rs. 50/- p. m.	Rs. 20 - p. m. Rs. 30 - p. m. Rs. 40/- p. m. Rs. 55/- p. m. Rs. 65 - p. m.
Internal Audit Assistants	Rs. 30/- p. m.	Rs. 40 - p. m. in the first five years of service as Internal Audit Assistants. Rs. 45/- p. m. in the next five years of service as Internal Audit Assistants. Rs. 50/- p. m. after ten years of service as Internal Audit Assistants.

Cashiers who are now getting a Functional Allowance, will instead, draw a Special Pay of Rs. 25 - p. m.

*NOTE: Employees who opt for the new scale for Section Heads specified in Item No. 1 above, shall not be entitled to any Special Pay.

ITEM No. 4.—Payment of Other Allowances.

The amount of Functional Allowance admissible to the following categories of employees will stand revised as under:—

<i>Categories of employees</i>	<i>Existing</i>	<i>Revised</i>
Typists, Telephone Operators, Addressing Machine Operators, Punch Card Operators, Comptometer Operators, Projectionists receiving an allowance	Rs. 15/- p.m.	Rs. 25 - p. m.
Band and Duplicating Machine Operators who are in Record Clerks' Grade	Nil	Rs. 15/- p. m.

House Rent Allowance

The existing House Rent Allowance will stand revised as under:—

Class III employees	Rs. 20 - p. m.
Class IV employees	Rs. 15/- p.m.

City Compensatory Allowance

City Compensatory Allowance will be paid at the rate of Rs. 10 - per month for all Class III and Class IV employees at the following 16 cities:—

1. Bombay	2. Delhi
3. Calcutta	4. Madras
5. Ahmedabad	6. Bangalore
7. Poona	8. Hyderabad
9. Kanpur	10. Lucknow
11. Nagpur	12. Varanasi
13. Agra	14. Allahabad
15. Jaipur	16. Madurai

Water Scarcity Allowance:—

Water Scarcity Allowance will be paid to Class III and Class IV employees at places where such allowance is paid by the Central or the State Governments at the same rate and for the same duration and on the same terms and conditions as may be prescribed by the Central/State Governments concerned.

Hill Allowance:—

There will be no change in the existing provisions as set out in Schedule II to the (Staff) Regulations, 1960. However, Mercara will rank for payment of Hill Allowance.

ITEM No. 5—Revision of Existing Provident Fund, Pension and Gratuity Schemes.

(a) *Provident Fund.*—As against the present Eligible Pay, contributions to the Provident Fund shall be made on the full basic pay including Special Pay. The rate of contribution shall continue as at present viz. 8-1/3% of basic pay including Special Pay.

(b) *Gratuity.*—As against the present Eligible Pay, full terminal pay including Special Pay would be taken into account for the purpose of calculation of the Gratuity amount. While for the first 15 years the Gratuity shall be at the rate of one month's terminal basic pay including Special Pay for each completed year of service, for period of service in excess of 15 years, the rate shall be half a month's terminal basic pay including Special Pay for each completed year of service, so however that the total Gratuity shall not exceed a maximum of 20 months' terminal basic pay including Special Pay or Rs. 30,000/- whichever is less.

(c) *Pension Scheme.*—The workmen agree to withdraw this item from the reference. The Management, however, agree to examine and discuss the existing rules of the Pension Schemes separately.

ITEM No. 6—Medical Benefits

The existing medical benefit of Rs. 50/- per annum per employee will stand increased to Rs. 100/- per annum. It will not be necessary to produce any medical bills for this benefit. In addition to the above the following further medical benefits will be available.

In respect of five major diseases, viz., cancer, tuberculosis, poliomyelitis; leprosy and mental diseases, medical expenses shall be reimbursed as follows:—

<i>Name of diseases</i>	<i>Maximum amount reimbursible for each continuous period of illness</i>
Leprosy	Rs. 500/-
Tuberculosis	Rs. 1,000 -
Cancer	Rs. 1,200 -
Poliomyelitis	Rs. 600,-
Mental diseases	Rs. 500 -

The Corporation shall reimburse to the employee the amount of medical, surgical and hospital expenses that are actually and necessarily incurred by him on account of his own illness arising from any of the five diseases mentioned above. The maximum amount reimbursible in respect of the above mentioned five diseases during the entire period of his service shall not exceed Rs. 1800/- (Rupees one thousand eight hundred only).

Employees undergoing major surgical operations would be entitled to reimbursement of expenses actually and necessarily incurred in respect of such operations including operation theatre charges, surgeon's fees and Anaesthetist's fees not exceeding Rs. 500/- (Rupees five hundred only) for each such major operation. The maximum amount reimbursible under this head during the entire period of his service shall not exceed Rs. 1000/- (Rupees one thousand only).

NOTE.—Major surgical operation will mean operations of the abdomen, chest or brain requiring the administration of an anaesthetic and amputation of entire hand or foot.

Explanation.—If any question arises whether any particular operation is a major operation or not, the question shall be referred to the Managing Director whose decision shall be final.

General

1. *Fixation of Salary on Promotion.*—(1) The basic pay of an employee on promotion to a higher scale shall be fixed at one stage above the next higher stage in the scale to which he is promoted.

Provided that where the basic pay in the lower scale is a stage in the higher scale, the basic pay shall be fixed at the stage in the higher scale which is next above his basic pay in the lower scale.

Provided further that the basic pay shall be fixed at the minimum of the higher scale where such fixation results in an increase in basic pay of at least one increment in the lower scale.

(2) A Class IV employee on promotion to Class III shall be granted a Personal Allowance to protect the remuneration in the lower cadre drawn at the time of promotion. The quantum of Personal Allowance to be so granted shall be equal to the difference between:—

- (a) the total of his pay, Dearness Allowance, H.R.A., City Compensatory Allowance (if any), Hill Allowance (if any), immediately before his promotion and a sum equal to 12½% of his pay in the lower cadre in respect of bonus admissible to him in Class IV, and,
- (b) the total of pay in the Class III scale fixed for him: D.A., H.R.A., CCA. (if any), Hill Allowance (if any) and a sum equal to 12½% of his pay in the Class III cadre in respect of bonus admissible to him in Class III.

NOTE.—Additional Dearness Allowance, if any, drawn in Class IV would continue to be drawn separately after promotion to Class III.

The Personal Allowance calculated in the manner prescribed above shall remain unaltered till the total remuneration of the Class IV employee promoted to Class III reaches the level of remuneration applicable to the maximum of the scale of the grade in Class IV from which he was promoted. Personal Allowance shall cease to be payable at a stage where the total remuneration (inclusive of Bonus) of the concerned employee in Class III is equal to or more than the total remuneration (inclusive of Bonus) at the maximum of the Class IV grade from which he was promoted.

Employees in Class IV who were promoted to Record Clerks' cadre prior to 1st April, 1969 will also be granted Personal Allowance on the basis and subject to the conditions specified above with effect from 1st April, 1969.

II. *Increments after reaching the maximum of the scale.*—In respect of employees whose basic pay is fixed at the maximum of the new scale on 1st April, 1969, under the Method of Fixation referred to in clause (b) of Item I above, or will be reaching the maximum at any time thereafter during the period of their service, the Management will consider, subject to the record of work of the employees being found satisfactory, granting of one additional increment for every two years of service put in by them after 1st April, 1969 or after the date of their reaching the maximum of their respective scales if later, as the case may be, at the rate of the last increment drawn in the scale and further subject to a maximum of three such increments.

III. *Increment in lieu of stage to stage fixation.*—Such of the Class III employees who do not obtain a stage to stage fixation of their basic pay under the method of fixation laid down in Clause (b) of Item No. 1 above, shall be granted one additional increment on 1st January, 1972. In respect of those employees who reach the maximum of the new scale after 1st April, 1969, their basic pay as on 1st January, 1972 and thereafter shall be fixed at the same level to which they would have reached if they had been fitted in on a stage to stage basis on 1st April, 1969 and subsequently become entitled to increment/s under clause II above.

The Corporation will grant the additional increment referred to above with effect from 1st April, 1971 instead of 1st January, 1972 if the total First Year Premium Income for life insurance business of the Corporation in the year 1971-72, excluding the premium for Group Insurance, comes to Rs. 50 crores or more.

If such premium income exceed Rs. 50 crores in the year 1970-71 itself, the aforesaid additional increment will be given with effect from 1st April, 1970.

In respect of employees in Class III who have not been fitted in on a stage to stage basis under clause (b) of Item No. I above and who retire or die between 1st April, 1969 and 1st January, 1972, the gratuity benefit will be determined on the basis of the salary that they would have received on the date of their retirement or death had they been fitted in on a stage to stage basis on 1st April, 1969.

IV. *Option to employees who had opted for the grades of erstwhile insurers.*—Employees who continue to be governed under the old scales of their erstwhile insurers will be allowed the option to come over to the new scales of the Corporation. The fitting in of the basic pay of such employees shall be as under:

The basic pay shall be fitted in in the Corporation's scales (as at 1st September, 1956) as if they had not opted out for the old scales of their erstwhile insurers and their salaries shall be notionally fixed in the current scales of the Corporation as on the 31st March 1969. Thereafter, they shall be fitted in in the new scales in accordance with the method of fixation mentioned under clause (b) of Item No. I above.

V. *Ad Hoc Payment for the Years 1967 and 1968.*—All permanent employees who were in the service of the Corporation as on 1st January, 1967 and who continued in service till 31st March, 1969 as also those who died or retired between 1st January, 1967 and 31st March, 1969 will be paid a lump sum of Rs. 250/- (Rupees two hundred and fifty only). All permanent employees who joined the service of the Corporation between 1st January, 1967 and 31st March, 1969 and who continued in service till 31st March, 1969 will be paid a proportionate amount.

Period of settlement—1st April, 1969 to 31st March 1973 (both days inclusive).

All the demands raised by the workmen before this Hon'ble National Industrial Tribunal which constitute the subject matter of this reference are hereby fully and completely settled and disposed of.

Signed at New Delhi on this 20th day of June 1970.

For and on behalf of

For and on behalf of the workmen.

The Life Insurance
Corporation of India

(Sd.) T. A. PAI,
Chairman.

(Sd.) SAROJ CHAUDHURI,
General Secretary.

All India Insurance Employees'
Association.

(Sd.) N. CHAKRAVORTY,
General Secretary.

All India National Life Insurance
Employees' Federation.

(Sd.) PROFULLA KUMAR BOSE,
General Secretary.

All India Life Insurance Employees'
Association.

(Sd.) C. Roy,

General Secretary,

LIC Higher Grade Assistants'
Association.

Witnesses:

1. (Sd.) N. V. NAYUDU,

2. (Sd.) N. S. GHANESKAR

Chart showing fixation of Basic Pay in the New Scales of Pay.

Stage No.	Superinten- dents		Higher Gr. Asstt.		Steno- graphers		Section		Heads		Assistants		Record Clerks		Drivers		Peons		Sweepers	
	Exist- ing	Revis- ed	Exist- ing	Revis- ed	Exist- ing	Revis- ed	Exist- ing	Revis- ed	Exist- ing	Revis- ed	Exist- ing	Revis- ed	Exist- ing	Revis- ed	Exist- ing	Revis- ed	Exist- ing	Revis- ed	Exist- ing	Revis- ed
	Basic Pay	Basic Pay	Basic Pay	Basic Pay	Basic Pay	Basic Pay	Basic Pay	Basic Pay	Basic Pay	Basic Pay	Basic Pay	Basic Pay	Basic Pay	Basic Pay	Basic Pay	Basic Pay	Basic Pay	Basic Pay	Basic Pay	Basic Pay
	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
1	250	330	190	245	145	196	130	210	220	235	130	170	110	145	120	161	82	116	77	111
2	270	355	200	260	155	208	135	220	235	235	135	177	114	150	123	166	84	119	79	114
3	290	380	210	275	165	220	140	235	235	250	140	185	118	155	126	171	86	122	81	117
4	310	405	220	290	175	235	145	235	250	250	145	193	122	160	129	176	88	125	83	120
5	330	430	230	305	185	250	150	235	250	250	150	193	126	165	132	181	91	128	86	123
6	350	455	240	320	195	250	155	250	250	265	155	201	130	170	135	186	94	131	89	126
7	370	480	250	320	205	265	161	250	265	265	161	209	135	175	139	191	97	134	92	129
8	390	505	260	340	215	280	167	265	265	280	167	219	140	180	143	196	100	137	95	132
9	410	530	275	360	227	295	175	280	280	295	175	229	145	187	147	201	103	141	98	136
10	430	555	290	380	239	310	183	280	295	295	183	239	150	194	151	206	106	145	101	140
11	450	580	305	400	251	325	191	295	295	310	191	249	155	201	155	212	109	149	104	144
12	470	605	320	420	263	345	199	310	310	325	199	259	160	208	160	218	112	153	107	148
13	490	630	335	440	275	365	207	310	325	325	207	269	165	215	165	224	115	157	110	152
14	510	655	350	460	290	385	217	325	345	345	217	281	170	222	170	230	118	161	113	156
15	530	680	365	480	305	405	227	345	345	365	227	293	175	229	..	..	121	165	116	160
16	550	710	380	500	320	425	237	345	365	365	237	305	180	236	..	..	124	169	119	164
17	575	740	395	520	335	445	247	365	365	385	247	320	185	243	..	..	127	173	122	168
18	..	..	410	540	350	465	257	385	385	405	257	335	191	250	..	..	130	177	125	172
19	..	..	425	560	370	485	269	405	405	405	269	350	197	258	..	..	133	181	128	176
20	..	..	440	580	..	..	281	405	425	425	281	365	203	266	..	..	136	187	131	182
21	..	..	460	600	..	..	293	425	425	445	293	380	209	274	..	..	140	193	135	188
22	..	..	480	625	..	..	305	445	445	465	305	400	215	282	..	..	145	199	140	194
23	..	..	..	..	..	..	320	465	465	485	320	420	221	290	..	..	150	205	145	200
24	..	..	..	..	..	..	335	485	485	505	335	440	227	300	..	..	..	..	..	..
25	..	..	..	..	..	..	350	505	505	525	350	460	235	315	..	..	..	..	..	..
26	..	..	..	..	..	..	370	525	525	545	370	480	243	320	..	..	..	..	..	..
27	..	..	..	..	..	..	..	..	..	..	..	..	251	..	..	..	..	..	..	..

(APPLICATION No. Misc./NIT/29/70)

Before the Honourable Shri D. S. Dave, Presiding Officer.

CENTRAL GOVERNMENT NATIONAL INDUSTRIAL TRIBUNAL AT NEW DELHI

In the matter of an Industrial Dispute

AND

In the matter of Ref. No. NIT-2 of 1969

BETWEEN

The Management of the Life Insurance Corporation of India, Bombay

AND

Their workmen.

Respectfully Sheweth:

That the parties to the above Reference have come to an amicable Settlement in respect of all the items of Reference and the matters incidental thereto. The Settlement, duly entered into and signed and dated by all the parties to the Reference is annexed hereto.

It is, therefore, humbly prayed that this Hon'ble National Industrial Tribunal may be pleased to make an Award in terms of the said Settlement as so annexed.

And, for which the parties, as in duty bound shall ever pray.

Dated at New Delhi this the 20th of June, 1970.

Yours faithfully,

For and on behalf of

The Life Insurance Corporation of
India

(Sd.) T. A. PAL

Chairman.

For and on behalf of

The Workmen

(Sd.) SAROJ CHAUDHRI,

(Designation) General Secretary,

All India Insurance Employees' Association

(Sd.) N. CHAKRAVORTY,

(Designation) General Secretary.

All India National Life Insurance

Employees' Federation.

(Sd.) PROFULLA KUMAR BOSE,

(Designation) General Secretary,

All India Life Insurance Employees'
Association

(Sd.) CHITTARANJAN ROY,

(Designation) General Secretary.

LIC Higher Grade Assistants' Association.

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL, NEW DELHI

In the matter of an Industrial Dispute

AND

In the matter of Reference No. NIT-2 of 1969.

BETWEEN

The Life Insurance Corporation of India.

AND

Their workmen.

Represented by.—

- (1) All India Insurance Employees' Association.
- (2) All India National Life Insurance Employees' Federation.
- (3) All India Life Insurance Employees' Association.
- (4) LIC Higher Grade Assistants' Association.

MEMORANDUM OF SETTLEMENT

Short Recital of the Case

Whereas the parties representing the workmen had submitted their charter of demands to the Life Insurance Corporation of India for revision of the scales of pay, allowances and other terms and conditions of service;

And whereas the Life Insurance Corporation of India had carried on negotiations with the All India Insurance Employees' Association, the then recognised Union under the Code of Discipline in Industry;

And whereas these negotiations ended in a failure;

And whereas, on failure of the negotiations, the Government of India, in exercise of the powers conferred by Section 7-B and sub-section (1A) of Section 10 of the Industrial Disputes Act (14 of 1947), referred by its Order dated 28th November 1968 the 6 items mentioned in the Schedule to the Reference for adjudication to a National Industrial Tribunal at Calcutta;

And whereas subsequently by an Order dated 1st March, 1969 the reference pending before the said Tribunal was transferred to a National Industrial Tribunal at New Delhi for adjudication;

And whereas by its subsequent Order dated 22nd August 1969 the Government of India referred the 7 items referred to in the Schedule to the reference for adjudication of the said National Industrial Tribunal at New Delhi;

And whereas the parties had filed their respective Statements of Claim and Written Statements before the said National Industrial Tribunal, New Delhi;

And whereas after the proceedings had lasted for about a year before the said National Industrial Tribunal, the parties had expressed a desire to hold bipartite talks with a view to exploring the possibilities of reaching an amicable settlement outside the proceedings before the said National Industrial Tribunal;

And whereas the talks were held at Bombay and New Delhi between the aforesaid parties to the said reference between 8th April 1970 and 18th June 1970;

And whereas the parties agree that in the settlement of the issues in dispute it is necessary that the objectives of Nationalisation, viz.,

- (i) development of life insurance business to the best advantage of the community;
- (ii) spreading the message of life insurance as far and as wide as possible;
- (iii) effective mobilisation of people's savings;
- (iv) complete security to policyholders;
- (v) prompt and efficient service to the policyholders;
- (vi) conducting of business in a spirit of trusteeship, with utmost economy and with the full realisation that the money belongs to the policyholders; and,
- (vii) economic premium rates

should be achieved and the settlement would be purposeful and conducive to public interest only if, and to the extent that these objectives are realised;

And whereas the parties to this settlement pledge themselves to co-operate in creating a healthy climate of industrial relations with a view to improving the efficiency of the Organisation and its services to the policyholders so that the objectives of Nationalisation of life insurance are achieved and every possible effort is made for a reduction of the expense ratio of the Corporation

Now it is hereby agreed by and between the parties hereto as follows:

REFERENCE No. NIT-2 of 1969

ITEM No. 1.—Leave Fare Facilities

The workmen agree not to press this demand for the duration of the Settlement.

ITEM No. 2.—Outfit for Class IV Employees

Class IV employee will be supplied uniforms under:—

Northern, Central and Eastern Zones.—Two cotton uniforms once a year and one woollen uniform once in two years.

Southern Zone.—Except Mercara, Chikmagalur and Ooty, where one woollen uniform once in two years and two cotton uniforms once every year will be given, all the members of the sub-staff in other offices of the Southern Zone will be given three cotton uniforms every year.

Western Zone—Bombay Division.—Except Jeep Car Drivers and Mobile Van Drivers and Attendants who get one woollen uniform once in two years and two cotton uniforms every year, all the rest of the members of the sub-staff would get three cotton uniforms every year as against the two at present. *Nagpur, Nasik, Surat, Poona, Satara, Ahmedabad, Rajkot Divisions.*—To all members of sub-staff, three cotton uniforms every year as against the present two, except in case of liftmen, watchmen, jeep car Drivers, mobile van Drivers and Attendants who will get two cotton uniforms every year and one woollen uniform every two years.

As for Gardners and Sweepers, they will be given one woollen jersey once in every two years, in addition to three cotton uniforms every year.

ITEM No. 3.—Special Increments.

There will be no change in the existing rules governing the grant of special increments. However, employees who are in the services of the Corporation on 1st April 1969 will be granted special increment if they pass the prescribed technical examination by 31st December, 1975. Those who had passed such examinations prior to 1st April 1969 but were not granted special increments will be granted special increments with effect from 1st April 1969 in terms of the existing rules.

ITEM No. 4.—Subsistence Allowance.

The existing provision pertaining to subsistence grant will stand modified as under:—

- (a) Where the enquiry is domestic, for the first 90 days of suspension, 50 per cent of the total salary which the employee would have drawn had he been on Privilege Leave; 75 per cent of the total salary thereafter;

Provided that where such enquiry is prolonged beyond a period of 90 days for reasons directly attributable to the employee, the subsistence allowance shall, for the period exceeding 90 days, be reduced to 1/4th of such total salary.

- (b) Where the enquiry is conducted by an outside agency, for the first 180 days of suspension 50 per cent of the total salary he would have drawn had he been on Privilege leave; 75 per cent of the total salary thereafter.

Provided that where such enquiry is prolonged beyond the period of 180 days for reasons directly attributable to the employee, the subsistence allowance shall, for the period exceeding 180 days, be reduced to 1/4th of such total salary.

ITEM No. 5.—Travelling Allowance and Daily Allowance

The existing T.A. and D.A. rules will remain unaltered excepting that in regard to Class III employees travelling on duty, the existing rules will stand modified as under:—

- (a) Where the journey undertaken on duty involves night travel, travel by first class will be admissible for the entire journey. Where a Class III employee has to travel only by local trains having no second class accommodation, first class travel, even where it does not involve night journey, would be admissible.

- (b) Where the journey on duty is required to be made by steamer/bus and where only two classes—upper and lower—are available, journey will be permitted by the upper class in respect of Class III employees only.

ITEM No. 6.—*Leave Rules Including Holidays.*

(a) *Leave Rules.*—There will be no change in the existing leave rules. However, casual leave not availed of by an employee in a casual leave year shall be converted into sick leave on full pay upto a maximum of two months and such sick leave in lieu of unavailed of casual leave in a casual leave year shall be over and above the maximum sick leave provided for in Regulation 64 of the (Staff) Regulations, 1960. The maximum casual leave which may be converted into sick leave on full pay shall be subject to the limit of two months for the entire period of service.

Employees suffering from the five major diseases of cancer, leprosy, T.B., poliomyelitis and mental diseases who have no leave to their credit will be allowed further special sick leave on half pay only for a period not exceeding six months.

(b) *Holidays.*—The existing rules will stand revised to provide that only those holidays which are declared by the respective State Governments/Central Government as holidays under the Negotiable Instruments Act, 1881 (26 of 1881) but excluding such holidays as are expressly declared for the purpose of enabling Banks to close their accounts will be admissible to those employees who are now allowed 22 full holidays and 3 half-holidays. Where the number of such holidays is 23 or less in any calendar year, additional casual leave during the casual leave period for the year would be granted so that the total of holidays declared under the Negotiable Instruments Act and the additional casual leave granted as above does not exceed 23½ days. This is without prejudice to the rights and contentions of the parties in pending cases before courts in respect of employees who are not getting 22 full holidays and 3 half holidays now.

ITEM No. 7.—*Rules Regarding Promotions.*

The workmen withdraw this item from this reference. The Management agrees to hold discussions before 31st December 1970 with the representatives of the four parties representing the workmen in this reference for a review of the existing rules.

Period of Settlement—1st April, 1969 to 31st March 1973, both days inclusive.

All the demands raised by the workmen before the Hon'ble National Industrial Tribunal which constitute the subject-matter of this reference are hereby fully and completely settled and disposed of.

Signed at New Delhi on the 20th day of June, 1970.

For and on behalf of
The Life Insurance
Corporation of India.

(Sd.) T. A. PAI,
Chairman.

Witnesses:

For and on behalf of

(Sd.) SAROJ CHAUDHURI,
General Secretary.

All India Insurance Employees' Association.

(Sd.) N. CHAKRAVORTY,
General Secretary.

All India National Life Insurance Employees
Federation.

(Sd.) PROFULLA KUMAR BOSE,
General Secretary.

All India Life Insurance Employees Association.

(Sd.) C. ROY,
General Secretary.

L.I.C. Higher Grade Assistants, Association

1. (Sd.) N. V. NAYUDU,
2. (Sd.) N. S. GHANEKAR.

When the cases came for hearing on the 26th June, 1970, the settlements in both the References were verified from the representatives of the four Associations noted above. They all prayed that this Tribunal should give its award in terms of the settlements. Shri N. V. Phadke, learned Counsel appearing for the Trustees of the Life Insurance Corporation of India (Oriental) Pension Fund and the Trustees of the Life Insurance Corporation of India Provident Fund No. 1, submitted applications to the effect that the Trustees had no objection against an award being given by the Tribunal in terms of the two settlements referred above.

In the meantime, an application dated the 22nd June, 1970 (No. Misc./NIT/27/70) was presented on behalf of the AILICSA to the effect that the settlement signed on the 20th June 1970 "does not take into account the legitimate interests of the Stenographers and the terms and conditions agreed to between the parties as applicable to the Stenographers are in no way in conformity with their original demands or in keeping with their duties." It was prayed that the Tribunal should withhold its sanction to the settlements and that the Association should be allowed to plead its case independently on merits. It was also requested that the Association should be allowed to file its statement of claim and produce its evidence in support thereof. Just when this application was taken up for hearing on the 26th June, 1970, it was submitted by Shri S. R. Iyer, President of the Association, that the Association had filed a writ application before the Delhi High Court and obtained an interim stay order. The same day Shri P. S. Khcra, Advocate, presented before the Tribunal a copy of the writ application filed on behalf of 30 stenographers before the Hon'ble High Court at Delhi. He also presented a copy of the interim stay order of the same date passed by the High Court.

It was urged by learned counsel for AIEA on that day that the Tribunal should give its award in respect of all the Class III and Class IV employees of the Corporation who are bound by the settlements and that it may withhold its award only in respect of stenographers in pursuance of the interim stay order of the High Court. This request was also supported by Shri V. C. Gopalkrishnan, appearing for AINLIEF. Shri P. K. Bose, appearing for AILIEA, and Shri C. Roy, appearing for LIC HGAA, however, wanted time to consult their Associations before expressing their views. Learned Counsel for the Corporation also wanted time and an adjournment was granted accordingly.

When the case came for hearing on the 6th July, 1970, Shri M. K. Ramamurthi, appearing for AIEA, Shri P. K. Bose, appearing for AILIEA and Shri V. C. Gopalkrishnan, appearing for AINLIEF, again pressed that in order to enable the vast majority of workmen to get their relief, the Tribunal should give its award without loss of time in terms of the settlements for all categories of Class III and Class IV employees except the stenographers. It was strongly urged that the Award should not await the decision of the writ application, because the interim stay order of the High Court means to restrain the Tribunal from giving its award only with regard to stenographers who are comparatively in a very small number. This submission was supported by Shri N. V. Phadke, appearing for the Corporation.

It would be pertinent to reproduce here the relevant portions of the Orders of the High Court dated the 26th June, 1970 and the 2nd July, 1970.

* * * * *

Extract from Order dated the 26th June, 1970.

"UPON motion made upto this Court by Sh. P. S. Khcra counsel for the Petitioner and Upon considering the application under Section 151 C.P.C. (copy enclosed) and after hearing counsel for the petitioner this Court Doth Order that you, your servants, employees or agents be and the same are hereby restrained from in any way giving effect to the bipartite settlement or passing an award thereon in so far as it relates to the terms and conditions of employment relating to stenographers, till July 14, 1970".

* * * * *

Extract from Order dated the 2nd July, 1970

* * * * *

"After hearing learned counsel for both the parties, today the 2nd day of July 1970 THIS COURT NOW ORDER that the proceedings before the Tribunal shall continue in respect of stenographers as well as subject to the condition that the Tribunal shall not give its award in respect of the stenographers till July 15, 1970. AND THIS COURT DOTH

FURTHER ORDER that this will not have any effect upon the adjudication by the Tribunal in respect of 2nd February 1970 the merits of other categories of employees and the award in their cases may be passed, if so desired by the Tribunal"

It is clear that in the first Order dated the 26th June, 1970, the High Court had restrained the Tribunal from giving effect to the bipartite settlement or passing an award thereon only insofar as it related to stenographers. In the next Order dated the 2nd July 1970, it has been clarified that the Tribunal shall not give its award only in respect of the stenographers till the 15th July, 1970 and that its stay order will not have any effect in respect of other categories of employees and that the award in their cases may be passed if so desired by the Tribunal.

Shri P S Khara, appearing for AILICSA and ten stenographers who had presented a separate application on the 26th June 1970 (No Misc/NIT/30/70) also conceded on 6th July 1970 that his clients had no objection if the Tribunal gives its award in terms of the settlements in favour of all the categories of Class III and Class IV employees except the stenographers. Only Shri L N Trikha appearing for the LIC HGAA, urged that the Tribunal should give its award in terms of the settlements in their entirety. According to him the stenographers need not be excluded from the award, but this contention cannot be allowed in view of the said Order passed by the High Court. This Tribunal cannot give any award in respect of the stenographers so long as the stay order passed by the High Court is not vacated. At the same time, the total number of stenographers being only about 800 it would be neither just nor proper to delay the relief which the bulk of about 40,000 employees is to receive under the settlements.

A few applications have been received against the grant of award in terms of the settlements and it would be proper to deal with them now.

Two applications dated 1st July 1970 have been received on behalf of some Assistants. One application (registered as Application No Misc/NIT/31/70) is signed by 22 Assistants and the other (registered as Application No Misc/NIT/32/70) by 4 Assistants. The four Assistants, who filed a separate application, are also signatories to the application submitted by 22 Assistants. It is submitted by them that they are not satisfied with the settlements and that they should, therefore, be given an opportunity to represent their case separately.

Another application (registered as Application No Misc/NIT/36/70) has been received from 16 employees of the Corporation posted at Ghaziabad. It is urged by them that City Compensatory Allowance should also be allowed to them just as it has been allowed to employees posted at Delhi under the settlements.

A fourth application dated the 4th July 1970, (registered as Application No Misc/NIT/37/70) which purports to have been signed by 33 employees has been received from Poona. It is submitted by them that according to the existing rules of the Corporation employees who are Graduates on the date of their confirmation are granted two additional increments. It is prayed that similarly two additional increments should be granted to those employees who were not Graduates when they were confirmed but who become Graduates later on at any time during their service.

All these applications were heard on the 6th July 1970 and were opposed by the Corporation as also by the representatives of AILEA, AILIEA and AINLIEF.

I may first take up the two applications of the Assistants dated the 1st July 1970. Both the applications are in almost identical language the main difference being that in the application filed by 4 Assistants it has been further stressed that they were not members of any of the unions when the Statements of Claims were filed. In both the applications it is the agreement arrived at between the 4 different employees unions "does not represent the basic employees" and it "has violated all norms of equity and justice by bartering away the major interests of the employees". It is further submitted that it is a grave example of discrimination for certain classes of employees and therefore it is prayed that they should be given opportunity to represent their case since there was no representation for them.

It may be observed that the said allegations are of a very vague nature and there is no clear indication in the applications as to how the major interests of the employees were bartered away and how there was grave discrimination in cases of certain classes of employees. The main purpose of the applications is to allow

the signatories to represent their case independently of the unions who are parties to the dispute in the Reference. The question for determination, therefore, is:—

whether the petitioners can be allowed at this stage to represent their case independently of the unions which had raised the industrial dispute and espoused their cause.

To my mind, this point is concluded by the pronouncement of their Lordships of the Supreme Court in the case between Ram Prasad Vishwakarma and Industrial Tribunal, Patna, and others, 1961 I LLJ 504. In that case, one Ram Prasad Vishwakarma was a workman employed in the Digha Factory of Bata Shoe Company (Private) Ltd., since 1943. In 1954 the management of the Company served him with a charge-sheet and terminated his services. An industrial dispute was raised by the union regarding the question of his dismissal and it was referred along with a number of other disputes to the Industrial Tribunal, Bihar. On the 31st January, 1957, the management and the union filed a joint petition of compromise settling all disputes out of court. Prior to this, on the 12th January, 1957, the applicant had filed an application before the Tribunal that two of his co-workers be allowed to represent his case before the Tribunal instead of the Secretary of the union, Shri Fateh Singh, as he had no faith in him and did not want his case to be represented by him. This application was dismissed by the Tribunal on the 26th February, 1957. On the 7th March, 1957, Ram Prasad filed a fresh petition that he had not authorized Shri Fateh Singh to enter into an agreement and that he and his agents should be heard before the disposal of the case. This prayer was not allowed and an award was given in terms of the compromise. Shri Vishwakarma then filed a writ petition before the Patna High Court, but since it was dismissed, he went in appeal, by special leave, to the Supreme Court. The question that arose for their Lordships' determination was whether the appellant was entitled to separate representation in spite of the fact that the union which had espoused his cause was being represented by its Secretary, Shri Fateh Singh. The appellant's contention was that he was a party to the dispute and was entitled to representation according to his own liking. After examining the scheme of the Industrial Disputes Act it was observed by their Lordship as follows:—

"It is now well-settled that a dispute between an individual workman and an employer cannot be an industrial dispute as defined in S.2(k) of the Industrial Disputes Act unless it is taken up by a union of the workmen or by a considerable number of workmen. In *Central Provinces Transport Service, Ltd. v. Raghunath Gopal Patwardhan* (1957—I LLJ 27), Mr Justice Venkatarama Ayyar, speaking for the Court, pointed out after considering numerous decisions in this matter that the preponderance of judicial opinion was clearly in favour of the view that a dispute between an employer and a single employee cannot *per se* be an industrial dispute but it may become one if it is taken up by a union or a number of workmen:

"Notwithstanding that the language of S. 2(k) is wide enough to cover disputes between an employer and a single employee", observed the learned Judge, "the scheme of the Industrial Disputes Act does appear to contemplate that the machinery provided therein should be set in motion to settle only disputes which involve the rights of workmen as a class and that a dispute touching the individual rights of a workman was not intended to be the subject of adjudication under the Act, when the same had not been taken up by the union or a number of workmen."

"This view which has been reaffirmed by the Court in several later decisions recognizes the great importance in modern industrial life of collective bargaining between the workmen and the employers. It is well-known how before the days of collective bargaining labour was at a great disadvantage in obtaining reasonable terms for contracts of service from his employer. As trade unions developed in the country and collective bargaining became the rule, the employers found it necessary and convenient to deal with the representatives of workmen, instead of individual workmen, not only for the making or modification of contracts but in the matter of taking disciplinary action against one or more workmen and as regards all other disputes

"The necessary corollary to this is that the individual workman is at no stage a party to the industrial dispute independently of the union. The union or those workmen who have by their sponsoring turned the individual dispute into an industrial dispute, can therefore claim to have a say in the conduct of the proceedings before the tribunal."

It is clear that in the above case, the specific question before their Lordships was whether Shri Vishwakarma could claim to represent his case independently of the union which had espoused his cause. Although it was urged on his behalf that the dispute related to him alone and that the officer of the union who appeared before the Tribunal was a person on whose complaint his services were terminated, his appeal was dismissed on the ground that an individual workman is, at no stage, a party independently of the union who, by their sponsoring, had turned his dispute into an industrial dispute and that the union could claim to have a say in the conduct of the proceedings before the Tribunal.

A similar question arose before the learned single Judge of the Calcutta High Court in a writ petition in the case between Rajdeo Prosad and State of West Bengal and others, 1962 I LLJ 618. In that case, certain workmen numbering 171, claimed to be represented by a trade union which had not sponsored the industrial dispute referred to the Industrial Tribunal for adjudication. Their application was opposed by the union which had sponsored the industrial dispute. The application of 171 workmen was dismissed by the Tribunal and a writ application was filed to challenge the correctness of the decision of the Industrial Tribunal. The petitioners before the High Court relied on the observations of their Lordships in the Supreme Court in the case of Manager, Hotel Imperial, 1959 II LLJ 553, while the opposite party relied on the observations of their Lordships in Ram Prasad Vishwakarma's case, referred above. After considering both the judgments the learned Judge observed as follows:—

"In the latter judgment, the earlier judgment of the Supreme Court was not considered and both the judgments do not speak in the same voice. But in the case of Manager, Hotel Imperial (1959 II LLJ 553) (supra), the point for decision was the competency or otherwise of the form of the reference, under S. 10 of the Industrial Disputes Act, in which it was stated:

"Whereas... it appears that an industrial dispute exists between the management of the Hotel Workers' Union...".

The objection taken was that the reference was incompetent in as much as the union could not be made a party to the reference. In repelling the objection as a mere technicality, their lordships made the observations as set out above. The observations concerning right of the workmen for representation by a union other than the union named or to apply for being made parties individually, were in the nature of *obiter dictum*, because the afore-said two points did not directly arise for decision. In Ram Prasad Vishwakarma case (1961 I LLJ 504) (Supra) however, the point for decision was the right of a workman to have separate representation in an industrial adjudication on the ground that he had lost faith in the collective representation by the union, which he was having. In negating the claim, Das Gupta, J., made the observations, which I have set out above. The decision is a direct decision on the point.

Facel with an *obiter dictum* of the Supreme Court and a direct decision on the point by the same Court, to the contrary, I am bound to follow the direct decision, namely, the decision in Ram Prasad Vishwakarma case (1961 I LLJ 504) (supra) which accidentally also happens to be a later decision by the Supreme Court.

That being the position in law, the 171 individual workmen were not entitled to separate representation in the industrial adjudication. The respondent 6 union never wanted to be added as a party. Some of their members did. That they were not entitled to do. This is all the more so, because they were being represented by respondent 5 unions, as the tribunal found."

It was contended by Shri Ramamurthi that 12 out of the 22 applicants were members either of the AIEA or AINLIEF or the AJLIEA at the time when the statements of claim were filed and that they still continue to be members of these Associations. According to Shri P. S. Kherr, these members had resigned their memberships from the Associations after the settlements were done. It was urged by Shri Ramamurthi that the Associations had not received any letter from these petitioners revoking their authority or resigning from the Associations. It may be observed that even if it be assumed that they had severed their connections with the said unions after the settlements were signed, they cannot claim to have acquired a fresh right to represent their case anew independently of the unions which had sponsored their cause.

It was stressed by Shri P. S. Khera that at least the 4 Assistants who were not members of the above Associations at any time, had a right of separate representation. In my opinion, this argument is also not tenable. They could not by themselves raise the industrial dispute individually and if the unions had not taken up the cause on their behalf also they could not obtain any relief from any Tribunal.

It may be pointed out that in the case between Dr Chandra Kala Jha and Sone Valley Portland Cement Company, Ltd., Japla and another, 1962 II LLJ 395, an individual dispute of Dr. Chandra Kala Jha was espoused by a union though she was not its member and the same was referred for adjudication to the Labour Court. In the proceedings before the Labour Court and at the time when the dispute arose, the Japla Labour Union was represented by its then Secretary, Shri Sarjug Prasad Ambasth. Pending the adjudication proceedings, a new Secretary, Shri Mahabir Prasad Singh, assumed the Office. The dispute was settled between the Union represented by the new Secretary and the management and the award was passed in terms of the settlement. Dr Chandra Kala Jha challenged the validity of the award by a writ petition before the Patna High Court on the ground that the compromise was not binding on her as she was not a member of the union and that the new Secretary, at any rate, could not represent her. These contentions were repelled by the learned Judges of the Division Bench. It was observed that the dispute was taken up by the Japla Labour Union in its representative capacity and not by Shri Sarjug Prasad Ambasth in his personal capacity and that was the reason why the dispute became an industrial dispute. It was further observed by the learned Judges as follows:—

"In this situation, it is manifest that the petitioner cannot be in her own right a party to the industrial dispute which has been referred to the labour court. The legal position is that when an individual workman is a party to an industrial dispute he is a party not independently of the union which has espoused his cause, and the main parties to the industrial dispute before the labour court are therefore the employer and the union which has taken up the cause of the individual workman. In these circumstances the ordinary rule is that the individual workman should be represented before the labour court through the officer of the trade union which has taken up his cause."

It is clear that in the above case although Dr. Chandra Kala Jha was not a member of the union the settlement arrived at between the union and the management and the award passed in terms of the settlement was not held to be invalid. The argument, therefore, to the effect that these four employees were not members of any union is of no avail. It does not place their case on a better footing.

We may now take up the other three applications. Two of them have already been referred above. One (registered as Application No. Misc./NIT/38/70) was received after the arguments were concluded on the 6th July, 1970. It purports to have been made on behalf of 27 employees of the L.I.C. Divisional Office at Ahmedabad. They have also requested that this Tribunal should, by its award, give a direction that the employees who were not Graduates on the date of their confirmation but who become Graduates later on at any time during the period of their service, should be given two additional increments.

It may be observed that there are only two alternative courses open to the Tribunal. It has either to pass a consent award in terms of the settlements as prayed by the parties who have signed them, or to reject the settlements and proceed to hear the matter from the stage at which it was left on the 11th June, 1970 and then give an award on merits. It cannot, however, adopt both the courses at the same time. It cannot proceed to record evidence and give further hearing for determining the issues involved, on merits, unless the settlements are rejected. It cannot also make any changes in the terms of the settlements and give a mixed award partly on the basis of the settlement and partly on merits, that is, on its own views regarding the various questions involved in the dispute.

The petitioners from Ahmedabad have, in their application, stated that they were making their submissions "without prejudice to settlement arrived at between L.I.C. and Trade Unions" and that they were requesting only "to make amendment therein for granting two advance increments to graduates at all times". In this application it has been mentioned very clearly that they only wanted one amendment as noted therein in the settlements. Although the language of the application filed by the employees at Poona is not equally clear, they have also requested only for the above relief and no more. The petitioners, who are posted at Ghaziabad, have also asked only for one amendment in the settlements to the effect that City

Compensatory Allowance should also be allowed to them as it has been allowed to the employees posted at Delhi. It is obvious that the prayer made by these petitioners is misconceived and seems to have been made under the wrong impression that it is open to the Tribunal to introduce changes in the settlements even while giving a consent award on their basis.

It may be that certain employees may not be fully satisfied with the settlements because all the demands which were raised on behalf of the Associations in the Charters of Demands have not been met in full or because some category of employees have received a little more advantage than the others, but it should be appreciated that the demands which were made in the statements of claim were very strongly opposed on behalf of the Corporation on the ground that they were unreasonably high and were wholly incapable of fulfilment. The Corporation had offered a package deal of rupees 1 crore 20 lakhs during the course of conciliation proceedings. It was later on raised to rupees 1 crore 56 lakhs and it was urged that it could not possibly exceed that limit because it had already exceeded the statutory limit of 15 per cent of renewal expenses. It has come on record that during the earlier negotiations between the parties the Corporation had made an offer which, if accepted, would have involved an additional expenditure of rupees 4 crores 78 lakhs. Even that offer was rejected by the Associations. They have now arrived at the two settlements as they have been able to secure further benefits. The Associations seem to have agreed to the settlements as they thought that the benefits provided in them were not unreasonable in the present circumstances. It is significant that the Corporation while agreeing to the settlements has also waived its objections on whose basis the additional issues were framed and which, according to the stand taken in its written statements, presented formidable difficulties in meeting the workers' demands. In this situation, there must be grave reasons before the Tribunal to persuade it to throw out the settlements and proceed to determine the dispute on merits. If the compromise is not found to be unlawful, the Tribunal should in the normal course, pass an award on its basis.

It may be pointed out that in *Sourendranath Mitra vs. Tarubala Dasi*, (1930) 57 ILR Calcutta Series, a suit for partition was filed by the plaintiffs against a pardanashin lady. The counsels for both the parties settled the whole suit in terms of a compromise. The Subordinate Judge passed a decree according to the compromise even though it was objected on behalf of the defendant that her counsel had no authority to enter into a compromise on her behalf. That decree was set aside by the High Court of Calcutta. On the plaintiff's appeal to the Privy Council, their Lordships did not agree with the view of the learned Judges of the High Court that the lady had not proved to have authorised the agreement. Thereafter, their Lordships considered the provisions of Order XXIII, rule 3, and posed the question whether the compromise should have been recorded and a decree passed in accordance therewith. It was observed that:

"The words of the rule do not in terms appear to confer a discretion on the court, but their Lordships desire to say nothing to prejudice a contention that the courts retain an inherent power not to allow their proceedings to be used to work a substantial injustice, such as emerged in the case of *Meale v. Gordon Lennox* (1). In the present case no injustice of any kind was established, and, as it was established that the suit had been adjusted either wholly or in part by a lawful compromise, it was the duty of the court to record the agreement and pass a decree in accordance therewith".

Ever since this decision was made, it is taken as settled law that the Civil Courts have a duty and not a discretion to record a lawful compromise subject to their inherent power of refusal where a substantial injustice would be worked. Although the provisions of Order XXIII, rule 3, Code of Civil Procedure, do not in terms apply to references made to an Industrial Tribunal, the proceedings in the reference being of a civil nature, the principles on which Order XXIII, rule 3, is based would be attracted and I think that when a lawful compromise is presented before it by the parties to the dispute, it is bound to give effect to it, unless it is shown that the compromise is not lawful.

This view also finds support from the following observations of their Lordships of the Supreme Court made in the case between *Sirsilk, Ltd.*, and another and Government of Andhra Pradesh and another, 1963 II LLJ 647, confirming the earlier view taken in the case between State of Bihar and D. N. Ganguli and others, 1958 II LLJ 634.

"though the Act did not contain any provision specifically authorizing the industrial tribunal, to record a compromise and pass an award in its

terms corresponding to the provisions of order XXIII, rule 3, of the Code of Civil Procedure, it would be very unreasonable to assume that the industrial tribunal would insist upon dealing with the dispute on the merits even after it is informed that the dispute has been amicably settled between the parties, and there can be no doubt that if a dispute before a tribunal is amicably settled, the tribunal would immediately agree to make an award in terms of the settlement between the parties."

Since the settlements are not shown to be unlawful, I see no reason why they should not be recorded and why a consent award be not given in their terms, as prayed.

The five applications, Nos. Misc./NIT/31/70, Misc./NIT/32/70, Misc./NIT/36/70, Misc./NIT/37/70 and Misc./NIT/38/70, referred above, are, therefore, dismissed.

I allow the applications, Nos. Misc./NIT/28/70 and Misc./NIT/29/70, both dated the 20th June, 1970, filed jointly by the Corporation, AIIEA, AINLIEF, AILIEA and LIC HGAA and order that the settlements filed with them be recorded. I further give composite consent-award in both the References in terms of the two settlements which have already been reproduced above and which need not be repeated.

This Award would supersede the Interim Award when it comes into operation. In the Interim Award it was observed that "it will be decided at the time of the final award as to how this increase will be adjusted towards the scales of pay and dearness allowance of the employees". Since the pay scales, dearness allowance and other conditions of service have been revised by the parties to the settlement, the question of adjustment of the increase given by way of interim relief does not stand any longer. In the said Award, interim relief was given to all the Class III and Class IV employees of the Corporation on an ad hoc basis and it was ordered that the Corporation will pay it "so long as the final award is not made". It may, therefore, be clarified that the interim relief will not be available to those workmen who will be covered by the final award, from the date the settlements on which it is based, will be effective.

This award would not be binding on the stenographers including those who are in the scale of Higher Grade Assistants as they are excluded from its operation according to the Orders of the learned Judge of the Delhi Court dated the 26th June 1970 and 2nd July 1970.

D. S. DAVE,

Presiding Officer,

National Industrial Tribunal.

NEW DELHI;

Dated, July 13, 1970.

APPENDIX I

GOVERNMENT OF INDIA

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION

(Department of Labour and Employment)

NOTIFICATION

New Delhi, the 10th February 1969

S.O. 615.—In exercise of the powers conferred by section 7B of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes a National Industrial Tribunal with headquarters at New Delhi and appoints Shri Justice D. S. Dave as the Presiding Officer of that Tribunal.

[No. 25/24/68-LR.III.]

(Sd.) P. M. NAYAK, Addl. Secy.

APPENDIX II

GOVERNMENT OF INDIA

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION

(Department of Labour and Employment)

ORDER

New Delhi, the 1st March, 1969

S.O. 836.—Whereas an industrial disputes between the management of the Life Insurance Corporation of India, Bombay, and their workmen is pending before the National Industrial Tribunal, Calcutta, constituted by the order of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 4299 dated the 28th November, 1968 (hereinafter referred to as the said notification);

And whereas the Presiding Officer of the said National Tribunal, Calcutta, being also the Presiding Officer of the Central Government Industrial Tribunal, Calcutta and the Central Government Labour Court, Calcutta, is at present dealing with a large number of industrial disputes;

And whereas the adjudication of the industrial dispute specified in the said notification would involve the examination of several witnesses and documents, it is desirable that the said dispute should be dealt with by a Tribunal which does not have many cases pending before it;

And whereas a National Tribunal has been constituted at New Delhi by the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 615, dated the 10th February 1969 and there being, at present, no case pending before it, that Tribunal is in a position to take up immediately the adjudication of the dispute specified in the said notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 33B of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby withdraws the proceedings in relation to the said dispute from the National Industrial Tribunal, Calcutta, and transfers the same to the National Industrial Tribunal, New Delhi constituted by the notification No. S.O. 615, dated the 10th February, 1969, and directs that the said National Industrial Tribunal at New Delhi shall proceed with the said proceedings from the stage at which they are transferred to it and dispose of the same according to law.

[No. 25/24/68-LR.III.]

(Sd.) K. D. HAJELA,

Under Secy.

APPENDIX III

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION

(Department of Labour and Employment)

ORDER

New Delhi, the 28th November 1968

S.O. 4209.—Whereas the Central Government is of opinion that an industrial dispute exists between the management of the Life Insurance Corporation of India, Bombay and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the said dispute involves a question of National importance and the dispute is also of such a nature that industrial establishments situated in more than one state are likely to be interested in, or affected by, such dispute;

And, whereas the Central Government is of opinion that the said dispute should be adjudicated by a National Tribunal;

Now, therefore, in exercise of the powers conferred by section 7B, and sub-section (1A) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes a National Industrial Tribunal at Calcutta, of which Shri Justice B. N. Banerjee shall be the Presiding Officer, and refers the said dispute to the said Tribunal for adjudication.

SCHEDULE

Whether the demands made on behalf of the Class III and Class IV employees of the Life Insurance Corporation of India under the following heads are justified? If so, to what extent, and to what relief are the workmen entitled and from what date?

1. Revision of the scales of pay of different categories of workmen.
2. Revision of Dearness Allowance.
3. Grant of special pay to certain categories of workmen.
4. Payment of other allowances.
5. Revision of the existing provident fund, pension and gratuity schemes.
6. Medical benefits.

[No. 25/24/68/LR.III.]

(Sd.) P. M. NAYAR, Addl. Secy.

APPENDIX IV

GOVERNMENT OF INDIA

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION

(Department of Labour and Employment)

ORDER

New Delhi, the 22nd August 1969

S.O. 3447.—Whereas the Central Government is of opinion that an industrial dispute exists between the management of the Life Insurance Corporation of India, Bombay and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the said dispute involves a question of national importance and the dispute is also of such a nature that industrial establishments situated in more than one state are likely to be interested in, or affected by, such dispute;

And, whereas the Central Government is of opinion that the said dispute should be adjudicated by a National Tribunal:

Now, therefore, in exercise of the powers conferred by section 7B, and sub-section (1A) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the National Industrial Tribunal at New Delhi, constituted under section 7B of the said Act.

SCHEDULE

“Whether the demands made on behalf of the Class III and Class IV employees of the Life Insurance Corporation of India under the following heads are justified? If so, to what extent, and to what relief are the workmen entitled and from what date?

1. Leave fare facilities;
2. Outfit for Class IV employees;
3. Special increments;

-
4. Subsistence allowance;
 - 5 Travelling allowance and daily allowance;
 6. Leave rules including holidays;
 7. Rules regarding promotions."

[No. 25/24/68-LRIII(LRI).]

(Sd.) S. S. SAHASRANAMAN, Under Secy.

[No. F. 25(24)/68-LRIII(LRI).]

S. S. SAHASRANAMAN, Under Secy.

